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UNITED STATES OF AMERICA

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

\$45,357.00 IN U.S. CURRENCY,

Defendant.

No. CV 15-09989-DMG (AJWx)

PROTECTIVE ORDER

NATALIE SUN

Claimant.

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1 1. INTRODUCTION

2 Disclosure and discovery activity in this action are likely to
3 involve production of confidential, proprietary, or private
4 information for which special protection from public disclosure and
5 from use for any purpose other than prosecuting this litigation may
6 be warranted. Accordingly, the parties to this action have
7 stipulated and requested that the Court to enter the following
8 Stipulated Protective Order ("Order"). In their stipulation, the
9 parties acknowledge that this Order does not confer blanket
10 protections on all disclosures or responses to discovery and that the
11 protection it affords from public disclosure and use extends only to
12 the limited information or items that are entitled to confidential
13 treatment under the applicable legal principles. The parties further
14 acknowledge, as set forth in Section 12.3, below, that this Order
15 does not entitle them to file confidential information under seal;
16 Civil Local Rule 79-5 sets forth the procedures that must be followed
17 and the standards that will be applied when a party seeks permission
18 from the court to file material under seal. Pursuant to the
19 stipulation and request of the parties, and good cause appearing, IT
20 IS HEREBY ORDERED as follows:

21 2. DEFINITIONS

22 The following definitions apply to this Order:

23 2.1 Action: this pending federal lawsuit.

24 2.2 Challenging Party: a Party or Non-Party that challenges
25 the designation of information or items under this Order.

26 2.3 "CONFIDENTIAL" Information or Items: information
27 (regardless of how it is generated, stored or maintained) or tangible
28 things that qualify for protection under Federal Rule of Civil

1 Procedure 26(c).

2 2.4 Counsel (without qualifier): Counsel of Record (as well as
3 their support staff).

4 2.5 Designating Party: a Party or Non-Party that designates
5 information or items that it produces in disclosures or in responses
6 to discovery as "CONFIDENTIAL."

7 2.6 Disclosure or Discovery Material: all items or
8 information, regardless of the medium or manner in which it is
9 generated, stored, or maintained (including, among other things,
10 testimony, transcripts, and tangible things), that are produced or
11 generated in disclosures or responses to discovery in this matter.

12 2.7 Expert: a person with specialized knowledge or experience
13 in a matter pertinent to the litigation who has been retained by a
14 Party or its counsel to serve as an expert witness or as a consultant
15 in this action.

16 2.8 Non-Party: any natural person, partnership, corporation,
17 association, or other legal entity not named as a Party to this
18 action.

19 2.9 Party: any party to this action, including all of its
20 officers, directors, employees, consultants, and retained experts.

21 2.10 Producing Party: a Party or Non-Party that produces
22 Disclosure or Discovery Material in this action.

23 2.11 Professional Vendors: persons or entities that provide
24 litigation support services (e.g., photocopying, videotaping,
25 translating, preparing exhibits or demonstrations, and organizing,
26 storing, or retrieving data in any form or medium) and their
27 employees and subcontractors.

28 2.12 Protected Material: any Disclosure or Discovery Material

1 that is designated as "CONFIDENTIAL."

2 2.13 Receiving Party: a Party that receives Disclosure or
3 Discovery Material from a Producing Party.

4 3. SCOPE

5 The protections conferred by this Order cover not only Protected
6 Material (as defined above), but also (1) any information copied or
7 extracted from Protected Material; (2) all copies, excerpts,
8 summaries, or compilations of Protected Material; and (3) any
9 testimony, conversations, or presentations by Parties or their
10 Counsel that might reveal Protected Material. However, the
11 protections conferred by this Order do not cover the following
12 information: (a) any information that is in the public domain at the
13 time of disclosure to a Receiving Party or becomes part of the public
14 domain after its disclosure to a Receiving Party as a result of
15 publication not involving a violation of this Order, including
16 becoming part of the public record through trial or otherwise; and
17 (b) any information known to the Receiving Party prior to the
18 disclosure or obtained by the Receiving Party after the disclosure
19 from a source who obtained the information lawfully and under no
20 obligation of confidentiality to the Designating Party. Any use of
21 Protected Material at trial shall be governed by a separate agreement
22 or order.

23 4. DURATION

24 Even after final disposition of this litigation, the
25 confidentiality obligations imposed by this Order shall remain in
26 effect until a Designating Party agrees otherwise in writing or a
27 court order otherwise directs. Final disposition shall be deemed to
28 be the later of (1) dismissal of all claims and defenses in this

1 action, with or without prejudice; and (2) final judgment herein
2 after the completion and exhaustion of all appeals, rehearings,
3 remands, trials, or reviews of this action, including the time limits
4 for filing any motions or applications for extension of time pursuant
5 to applicable law.

6 5. DESIGNATING PROTECTED MATERIAL

7 5.1 Exercise of Restraint and Care in Designating Material for
8 Protection. Each Party or Non-Party that designates information or
9 items for protection under this Order must take care to limit any
10 such designation to specific material that qualifies under the
11 appropriate standards. The Designating Party must designate for
12 protection only those parts of material, documents, items, or oral or
13 written communications that qualify - so that other portions of the
14 material, documents, items, or communications for which protection is
15 not warranted are not swept unjustifiably within the ambit of this
16 Order. Mass, indiscriminate, or routinized designations are
17 prohibited. Designations that are shown to be clearly unjustified or
18 that have been made for an improper purpose (e.g., to unnecessarily
19 encumber or retard the case development process or to impose
20 unnecessary expenses and burdens on other parties) expose the
21 Designating Party to sanctions. If it comes to a Designating Party's
22 attention that information or items that it designated for protection
23 do not qualify for protection, that Designating Party must promptly
24 notify all other Parties that it is withdrawing the mistaken
25 designation.

26 5.2 Manner and Timing of Designations. Except as otherwise
27 provided in this Order (see, e.g., second paragraph of section 5.2(a)
28 below), or as otherwise stipulated or ordered, Disclosure or

1 Discovery Material that qualifies for protection under this Order
2 must be clearly so designated before the material is disclosed or
3 produced.

4 Designation in conformity with this Order requires:

5 (a) for information in documentary form (e.g., paper or
6 electronic documents, but excluding transcripts of depositions or
7 other pretrial or trial proceedings), that the Producing Party affix
8 the legend "CONFIDENTIAL" to each page that contains protected
9 material. If only a portion or portions of the material on a page
10 qualifies for protection, the Producing Party also must clearly
11 identify the protected portion(s) (e.g., by making appropriate
12 markings in the margins). A Party or Non-Party that makes original
13 documents or materials available for inspection need not designate
14 them for protection until after the inspecting Party has indicated
15 which material it would like copied and produced. During the
16 inspection and before the designation, all of the material made
17 available for inspection shall be deemed "CONFIDENTIAL." After the
18 inspecting Party has identified the documents it wants copied and
19 produced, the Producing Party must determine which documents, or
20 portions thereof, qualify for protection under this Order. Then,
21 before producing the specified documents, the Producing Party must
22 affix the "CONFIDENTIAL" legend to each page that contains Protected
23 Material. If only a portion or portions of the material on a page
24 qualifies for protection, the Producing Party also must clearly
25 identify the protected portion(s) (e.g., by making appropriate
26 markings in the margins).

27 (b) for testimony given in deposition or in other pretrial or
28 trial proceedings, that the Designating Party identify on the record,

1 before the close of the deposition, hearing, or other proceeding, all
2 protected testimony.

3 (c) for information produced in some form other than
4 documentary and for any other tangible items, that the Producing
5 Party affix in a prominent place on the exterior of the container or
6 containers in which the information or item is stored the legend
7 "CONFIDENTIAL." If only a portion or portions of the information or
8 item warrant protection, the Producing Party, to the extent
9 practicable, shall identify the protected portion(s).

10 5.3 Inadvertent Failures to Designate. If timely corrected, an
11 inadvertent failure to designate qualified information or items does
12 not, standing alone, waive the Designating Party's right to secure
13 protection under this Order for such material. Upon timely
14 correction of a designation, the Receiving Party must make reasonable
15 efforts to assure that the material is treated in accordance with the
16 provisions of this Order.

17 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

18 6.1 Timing of Challenges. Any Party or Non-Party may challenge
19 a designation of confidentiality at any time. Unless a prompt
20 challenge to a Designating Party's confidentiality designation is
21 necessary to avoid foreseeable, substantial unfairness, unnecessary
22 economic burdens, or a significant disruption or delay of the
23 litigation, a Party does not waive its right to challenge a
24 confidentiality designation by electing not to mount a challenge
25 promptly after the original designation is disclosed.

26 6.2 Meet and Confer. The Challenging Party shall initiate the
27 dispute resolution process by providing written notice of each
28 designation it is challenging and describing the basis for each

1 challenge. To avoid ambiguity as to whether a challenge has been
2 made, the written notice must recite that the challenge to
3 confidentiality is being made in accordance with this specific
4 paragraph of the Order. The parties shall attempt to resolve each
5 challenge in good faith and must begin the process by conferring
6 directly (in voice to voice dialogue; other forms of communication
7 are not sufficient) within 14 days of the date of service of notice.
8 In conferring, the Challenging Party must explain the basis for its
9 belief that the confidentiality designation was not proper and must
10 give the Designating Party an opportunity to review the designated
11 material, to reconsider the circumstances, and, if no change in
12 designation is offered, to explain the basis for the chosen
13 designation. A Challenging Party may proceed to the next stage of
14 the challenge process only if it has engaged in this meet and confer
15 process first or establishes that the Designating Party is unwilling
16 to participate in the meet and confer process in a timely manner.

17 6.3 Judicial Intervention. If the Parties cannot resolve a
18 challenge without court intervention, the Designating Party shall
19 file and serve a motion to retain confidentiality within 21 days of
20 the initial notice of challenge or within 14 days of the parties
21 agreeing that the meet and confer process will not resolve their
22 dispute, whichever is earlier. Each such motion must be accompanied
23 by a competent declaration affirming that the movant has complied
24 with the meet and confer requirements imposed in the preceding
25 paragraph. Failure by the Designating Party to make such a motion
26 including the required declaration within 21 days (or 14 days, if
27 applicable) shall automatically waive the confidentiality designation
28 for each challenged designation. In addition, the Challenging Party

1 may file a motion challenging a confidentiality designation at any
2 time if there is good cause for doing so, including a challenge to
3 the designation of a deposition transcript or any portions thereof.
4 Any motion brought pursuant to this provision must be accompanied by
5 a competent declaration affirming that the movant has complied with
6 the meet and confer requirements imposed by the preceding paragraph.

7 The burden of persuasion in any such challenge proceeding shall
8 be on the Designating Party. Frivolous challenges, and those made
9 for an improper purpose (e.g., to harass or impose unnecessary
10 expenses and burdens on other parties) may expose the Challenging
11 Party to sanctions. Unless the Designating Party has waived the
12 confidentiality designation by failing to file a motion to retain
13 confidentiality as described above, all parties shall continue to
14 afford the material in question the level of protection to which it
15 is entitled under the Producing Party's designation until the Court
16 rules on the challenge.

17 7. ACCESS TO AND USE OF PROTECTED MATERIAL

18 7.1 Basic Principles. A Receiving Party may use Protected
19 Material that is disclosed or produced by another Party or by a Non-
20 Party in connection with this case only for prosecuting, defending,
21 or attempting to settle this litigation. Such Protected Material may
22 be disclosed only to the categories of persons and under the
23 conditions described in this Order. When the litigation has been
24 terminated, a Receiving Party must comply with the provisions of
25 section 13 below (FINAL DISPOSITION).

26 Protected Material must be stored and maintained by a Receiving
27 Party at a location and in a secure manner that ensures that access
28 is limited to the persons authorized under this Order.

1 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
2 otherwise ordered by the Court or permitted in writing by the
3 Designating Party, a Receiving Party may disclose any information or
4 item designated "CONFIDENTIAL" only to:

5 (a) the Receiving Party's Counsel of Record in this action,
6 as well as employees of said Counsel of Record to whom it is
7 reasonably necessary to disclose the information for this litigation
8 and who have signed the "Acknowledgment and Agreement to Be Bound"
9 that is attached hereto as Exhibit A;

10 (b) the officers, directors, and employees of the Receiving
11 Party to whom disclosure is reasonably necessary for this litigation
12 and who have signed the "Acknowledgment and Agreement to Be Bound"
13 (Exhibit A);

14 (c) Experts (as defined in this Order) of the Receiving Party
15 to whom disclosure is reasonably necessary for this litigation and
16 who have signed the "Acknowledgment and Agreement to Be Bound"
17 (Exhibit A);

18 (d) the Court and its personnel;

19 (e) court reporters and their staff, professional jury or
20 trial consultants, mock jurors, and Professional Vendors to whom
21 disclosure is reasonably necessary for this litigation and who have
22 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

23 (f) during their depositions, witnesses in the action to whom
24 disclosure is reasonably necessary and who have signed the
25 "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless
26 otherwise agreed by the Designating Party or ordered by the Court.
27 Pages of transcribed deposition testimony or exhibits to depositions
28

1 that reveal Protected Material must be separately bound by the Court
2 reporter and may not be disclosed to anyone except as permitted under
3 this Order.

4 (g) the author or recipient of a document containing the
5 information or a custodian or other person who otherwise possessed or
6 knew the information.

7 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
8 LITIGATION

9 If a Party is served with a subpoena or a court order issued in
10 other litigation that compels disclosure of any information or items
11 designated in this action as "CONFIDENTIAL," that Party must:

12 (a) promptly notify in writing the Designating Party. Such
13 notification shall include a copy of the subpoena or court order;

14 (b) promptly notify in writing the party who caused the
15 subpoena or order to issue in the other litigation that some or all
16 of the material covered by the subpoena or order is subject to this
17 Order. Such notification shall include a copy of this Order; and

18 (c) cooperate with respect to all reasonable procedures
19 sought to be pursued by the Designating Party whose Protected
20 Material may be affected.

21 If the Designating Party timely seeks a protective order, the
22 Party served with the subpoena or court order shall not produce any
23 information designated in this action as "CONFIDENTIAL" before a
24 determination by the Court from which the subpoena or order issued,
25 unless the Party has obtained the Designating Party's permission.
26 The Designating Party shall bear the burden and expense of seeking
27 protection in that court of its confidential material - and nothing
28 in these provisions should be construed as authorizing or encouraging

1 a Receiving Party in this action to disobey a lawful directive from
2 another court.

3 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS
4 LITIGATION

5 (a) The terms of this Order are applicable to information
6 produced by a Non-Party in this action and designated as
7 "CONFIDENTIAL." Such information produced by Non-Parties in
8 connection with this litigation is protected by the remedies and
9 relief provided by this Order. Nothing in these provisions should be
10 construed as prohibiting a Non-Party from seeking additional
11 protections.

12 (b) In the event that a Party is required, by a valid
13 discovery request, to produce a Non-Party's confidential information
14 in its possession, and the Party is subject to an agreement with the
15 Non-Party not to produce the Non-Party's confidential information,
16 then the Party shall:

17 (1) promptly notify in writing the Requesting Party and
18 the Non-Party that some or all of the information requested is
19 subject to a confidentiality agreement with a Non-Party;

20 (2) promptly provide the Non-Party with a copy of the
21 Stipulated Protective Order in this litigation, the relevant
22 discovery request(s), and a reasonably specific description of the
23 information requested; and

24 (3) make the information requested available for
25 inspection by the Non-Party.

26 (c) If the Non-Party fails to object or seek a protective
27 order from this Court within 14 days of receiving the notice and
28 accompanying information, the Receiving Party may produce the Non-

1 Party's confidential information responsive to the discovery request.
2 If the Non-Party timely seeks a protective order, the Receiving Party
3 shall not produce any information in its possession or control that
4 is subject to the confidentiality agreement with the Non-Party before
5 a determination by the Court. Absent a court order to the contrary,
6 the Non-Party shall bear the burden and expense of seeking protection
7 in this Court of its Protected Material.

8 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

9 If a Receiving Party learns that, by inadvertence or otherwise,
10 it has disclosed Protected Material to any person or in any
11 circumstance not authorized under this Stipulated Protective Order,
12 the Receiving Party must immediately (a) notify in writing the
13 Designating Party of the unauthorized disclosures, (b) use its best
14 efforts to retrieve all unauthorized copies of the Protected
15 Material, (c) inform the person or persons to whom unauthorized
16 disclosures were made of all the terms of this Order, and (d) request
17 such person or persons to execute the "Acknowledgment and Agreement
18 to Be Bound" that is attached hereto as Exhibit A.

19 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
20 MATERIAL

21 When a Producing Party gives notice to Receiving Parties that
22 certain inadvertently produced material is subject to a claim of
23 privilege or other protection, the obligations of the Receiving
24 Parties are those set forth in Federal Rule of Civil Procedure
25 26(b)(5)(B). This provision is not intended to modify whatever
26 procedure may be established in an e-discovery order that provides
27 for production without prior privilege review. Pursuant to Federal
28 Rule of Evidence 502(d) and (e), insofar as the parties reach an

1 agreement on the effect of disclosure of a communication or
2 information covered by the attorney-client privilege or work product
3 protection, the parties may incorporate their agreement in the
4 stipulated protective order submitted to the court.

5 12. MISCELLANEOUS

6 12.1 Right to Further Relief. Nothing in this Order abridges
7 the right of any person to seek its modification by the court in the
8 future.

9 12.2 Right to Assert Other Objections. By stipulating to the
10 entry of this Order no Party waives any right it otherwise would have
11 to object to disclosing or producing any information or item on any
12 ground not addressed in this Order. Similarly, no Party waives any
13 right to object on any ground to use in evidence of any of the
14 material covered by this Order.

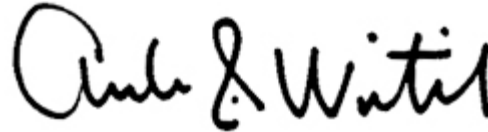
15 12.3 Filing Protected Material. Without written permission from
16 the Designating Party or a court order secured after appropriate
17 notice to all interested persons, a Party may not file in the public
18 record in this action any Protected Material. A Party that seeks to
19 file under seal any Protected Material must comply with Civil Local
20 Rule 79-5.2.2. Protected Material may only be filed under seal
21 pursuant to a court order authorizing the sealing of the specific
22 Protected Material at issue. Pursuant to Civil Local Rule 79-5.2.2
23 (a)(ii), a sealing order will issue only upon a showing of good cause
24 why the strong presumption of public access in civil cases should not
25 be overcome. If the Court denies a request to file Protected
26 Material under seal pursuant to Civil Local Rule 79-5, then the
27 Protective Material may be filed in the public record unless
28 otherwise instructed by the Court.

13. FINAL DISPOSITION

Within 60 days after the final disposition of this action, as defined in paragraph 4, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such

1 archival copies that contain or constitute Protected Material remain
2 subject to this Protective Order as set forth in Section 4
3 (DURATION).

4
5 Dated: November 29, 2016



UNITED STATES DISTRICT JUDGE

7
8 Presented by:

9 EILEEN M. DECKER
United States Attorney
10 LAWRENCE S. MIDDLETON
Assistant United States Attorney
11 Chief, Criminal Division
12 STEVEN R. WELK
Assistant United States Attorney
13 Chief, Asset Forfeiture Section

14 /s/ Frank Kortum
FRANK D. KORTUM
15 Assistant United States Attorney
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17 Attorney for Plaintiff
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [*print or type full name*],
of _____
[*print or type full address*], declare under penalty of perjury that I
have read in its entirety and understand the Stipulated Protective
Order that was issued by the United States District Court for the
Central District of California on October 20, 2016 in the case of
U.S. v. \$45,357.00 in U.S. Currency; CV 15-09989-DMG (AJWx). I agree
to comply with and to be bound by all the terms of this Stipulated
Protective Order and I understand and acknowledge that failure to so
comply could expose me to sanctions and punishment in the nature of
contempt. I solemnly promise that I will not disclose in any manner
any information or item that is subject to this Stipulated Protective
Order to any person or entity except in strict compliance with the
provisions of this Order.

I further agree to submit to the jurisdiction of the United
States District Court for the Northern District of California for the
purpose of enforcing the terms of this Stipulated Protective Order,
even if such enforcement proceedings occur after termination of this
action.

I hereby appoint _____ [*print or type full name*]
of _____
[*print or type full address and telephone number*] as my California

1 agent for service of process in connection with this action or any
2 proceedings related to enforcement of this Stipulated Protective
3 Order.

4 Date: _____

5
6 City and State where sworn and signed:

7 _____

8
9 Printed name: _____

10 Signature: _____